

Wadsworth Commercial Inc
400 East Los Colinas Unit 145
Irving, TX 75039

Dear Sirs

EG&G-Environmental Management, on behalf of the Department of Energy-Rocky Flats Office (DOE), is requesting access to your property on the southeast corner of Wadsworth and 100th Avenue in Westminster Colorado to obtain a small soil sample to support an environmental study that is currently being conducting I was unable to locate your phone number and must rely on this letter I would appreciate a call so I can discuss this request with you and answer any questions or concerns you may have

A soil sample from your property would help support an environmental study being conducted by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH) This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder County and local cities representatives

This letter is a request for access with enclosures that describe general information on the sampling activities, a map showing the proposed sampling location, and a Use Agreement for signature After reviewing this Use Agreement, modifications can be made to address specific concerns If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me Following signatures from DOE and EG&G officials I will return one copy for your files

If you should have further questions, please call me at (303) 966-8557

M Guillaume, OU 3 Manager
Remediation Programs Division

cc
Administrative Record

West 100th Avenue

Approx. sampling
location PT 18192

G CENTER

COLORADO

201-364

STATE

HIGHWAY

121

2009-494

(Wadsworth
Boulevard)

AB

RAILROAD

COLORADO & SOUTHERN

2

7

8

9

10

11

12

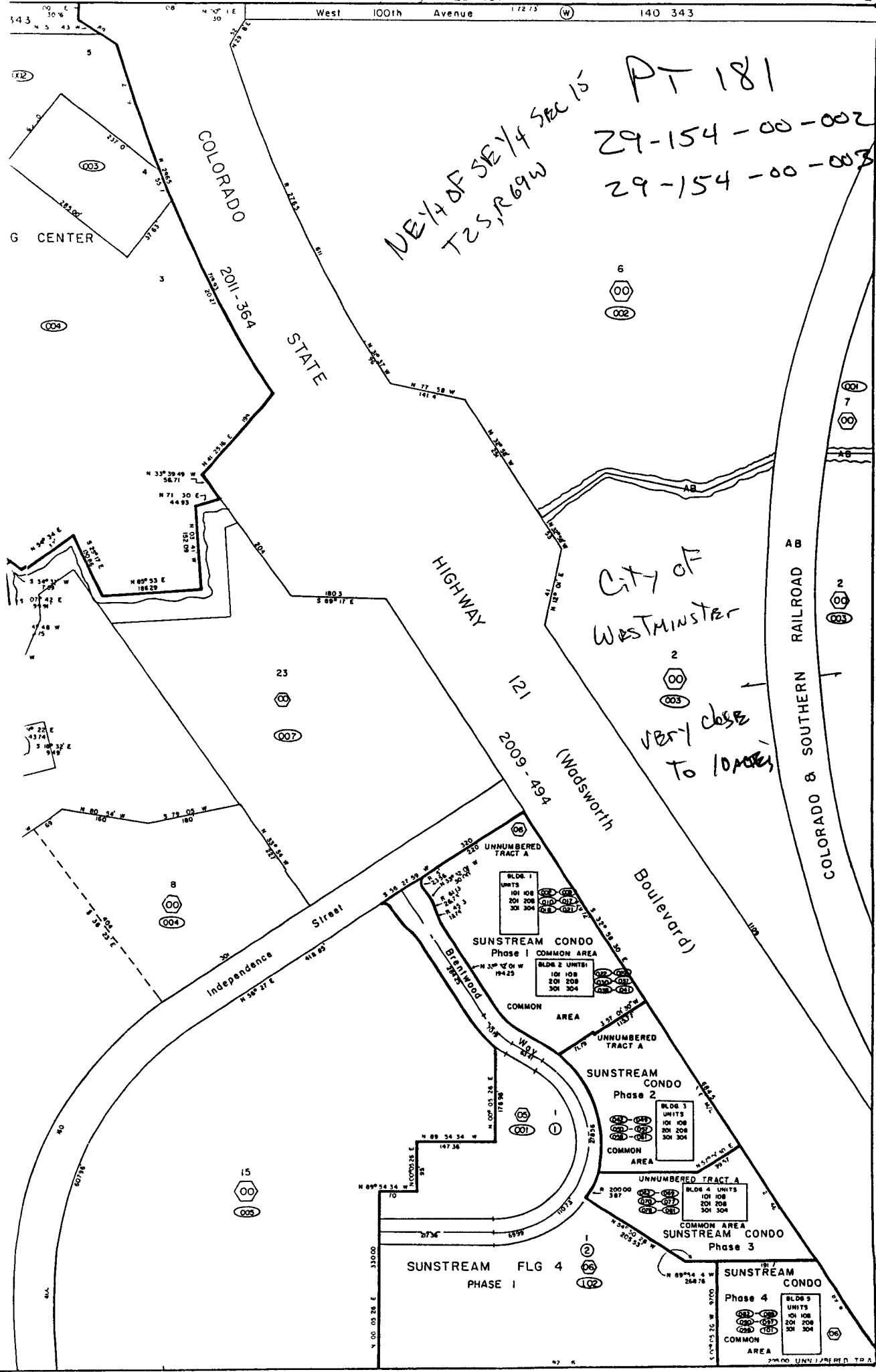
Exhibit A: Map

NE 1/4 of SE 1/4 of Section 15
T.2S. R.69W. (Westminster, CO)

Sampling Location: PT 18192

Owner: Wadsworth Commercial Associates

2



NE 1/4 OF SE 1/4 Sec 15 T2S, R69W
PT 181
29-154-00-002
29-154-00-003

City of Westminster
very close to 1000

SUNSTREAM FLG 4
PHASE 1

SUNSTREAM CONDO
Phase 4
BLDG 5 UNITS
101 108
201 208
301 304
COMMON AREA

SUNSTREAM CONDO
Phase 2
BLDG 3 UNITS
101 108
201 208
301 304
COMMON AREA

SUNSTREAM CONDO
Phase 1
BLDG 1 UNITS
101 108
201 208
301 304
COMMON AREA

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and WADSWORTH COMMERCIAL ASSOCIATES (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By _____

By _____

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date _____

Date _____

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By _____

Title _____

Date _____

Consented to

Names

Interest

Signature

West 100th Avenue

Approx. sampling
location PT 18192

G CENTER

COLORADO

2011-364

STATE

HIGHWAY

2009-494

(Wadsworth

Boulevard)

AB
COLORADO & SOUTHERN
RAILROAD

Exhibit A: Map

NE 1/4 of SE 1/4 of Section 15
T.2S. R.69W. (Westminster, CO)

Sampling Location: PT 18192

Owner: Wadsworth Commercial Associates

SUNSTREAM FLG 4
PHASE 1

SUNSTREAM CONDO
Phase 4

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - WADSWORTH COMMERCIAL ASSOCIATES

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on Wadsworth Commercial Associates property involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

92-RF-14000

USE AGREEMENT FOR OFFSITE SAMPLING - MG-063-92

EG&G Environmental Management, on behalf of the Department of Energy/Rocky Flats Office (DOE/RFO), is requesting access to your property on the southeast corner of Wadsworth and 100th Avenue in Westminster, Colorado to obtain a small soil sample to support an environmental study that is currently being conducted. I was unable to locate your phone number and must rely on this letter. I would appreciate a call so that I can discuss this request with you and answer any questions or concerns you may have.

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If you should have further questions, please feel free to call me at 966-8557

Sincerely,

M. Guillaume, OU 3 Manager
Remediation Programs Division

dmf

Enclosures
As stated

cc
Administrative Record

[illegible]

UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
SIGNATURE
DOCUMENT CLASSIFICATION
~~REVIEW WAIVER PER~~
~~CLASSIFICATION OFFICE~~

IN REPLY TO RFP CC NO:

ACTION ITEM STATUS
☐ OPEN ☐ CLOSED
☐ PARTIAL

LTR APPROVALS
MSB' MSB
ORIG & TYPIST INITIALS

RF-46469 (Rev 9/92)

EXPRESS MAIL
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HB40697821 US

* S N T Z 8 L 6 8 9 0 4 8 H *

ORIGIN	Date <u> </u> / <u> </u> / <u> </u>	Postage <u> </u> \$
Post Office ZIP Code	Time In <u> </u> AM <u> </u> PM	Receipt <u> </u> \$
Initials of Receiving Clerk	Weight <u> </u> lbs	COD <u> </u> \$
ACCEPTANCE []	Initials of Country <u> </u> / <u> </u> / <u> </u>	
<input type="checkbox"/> Next Day Delivery or	<input checked="" type="checkbox"/> Second Day Delivery	
<input type="checkbox"/> By 12 Noon or	<input checked="" type="checkbox"/> By 3:00 P. M.	
<input type="checkbox"/> Military 2nd Day or	<input type="checkbox"/> Military 3rd Day	Total Postage & Fees <u> </u> \$

**Express Mail
Corporate
Account No**

Federal Agency
Account No

FROM

Michael Guillaume
EG&G Rocky Flats, Inc.
Building 80
P.O. Box 464
Golden, CO 80402-0464

DESTINATION	Date of Delivery			Time of Delivery	A.M. P.M.
X Signature of Addressee or Agent					
DELIVERY WAS ATTEMPTED	Date			Time	A.M. P.M.
Signature of Delivery Employee				2	
Waiver of Signature and Indemnity (Domestic Only)					
I wish delivery to be made without obtaining the signature of the addressee or the signature of the person to whom the shipment is to be delivered. I hereby agree that this article can be left in a secure location and I authorize the delivery employee to sign that the shipment was delivered and understand that the signature of the delivery employee will constitute valid proof of delivery.					
					SIGNED _____

MAILING LABEL-Service Analysis & Proof of Delivery

ト

Telephone Number unlisted

Wadsworth Commercial Inc.
400 East Los Colinas, Unit 145
Irving, TX 75039

Press Hard. You Are Making 4 Copies